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11 Attorneys for Plaintiff  
Crum & Forster Indemnity Co.

13 UNITED STATES DISTRICT COURT

14 NORTHERN DISTRICT OF CALIFORNIA

15 Crum & Forster Indemnity Co.,

Civil Action No. 3:20-cv-00127-LB

16 Plaintiff,

**SECOND AMENDED COMPLAINT FOR:**

1. Breach of Contract
2. Breach of Contract
3. Negligence
4. Negligence

17 v.  
18 Robb Report Media, LLC;  
Robb Douglas Rice;  
19 Anatoly Borokhovich; and  
Emil Borokhovich,

**DEMAND FOR JURY TRIAL**

20 Defendants.

22 AND CROSS-CLAIM.

25 **COMPLAINT**

26 Plaintiff, Crum & Forster Indemnity Co. ("Crum & Forster") a/s/o Ferrari North America,  
27 Inc. ("Ferrari"), by and through its undersigned counsel, alleges the following against Defendants,

1 Robb Report Media, LLC (“Robb Report”), Robb Douglas Rice (“Rice”), Emil Borokhovich (“E.  
2 Borokhovich”) and Anatoly Borokhovich (“A. Borokhovich”) (collectively, “Defendants”):

3 **PARTIES**

4 1. Crum & Forster is a corporation domiciled in the State of New Jersey with a principal  
5 place of business at 305 Madison Avenue, Morristown, New Jersey.

6 2. Ferrari is a corporation domiciled in the State of New Jersey with a principal place of  
7 business at 250 Sylvan Avenue, Englewood Cliffs, New Jersey.

8 3. Crum & Forster issued an insurance policy to Ferrari insuring a 2018 Rosso Corsa,  
9 Nero, Ferrari 812 Superfast with Vin number 234331 (the “Vehicle”), pursuant to policy number  
10 133742919 (the “Policy”).

11 4. At all times material hereto, Crum & Forster was licensed to issue insurance policies  
12 in the State of New Jersey.

13 5. Upon information and belief, Robb Report is a limited liability company organized  
14 pursuant to the laws of the State of California with a principal place of business at 11175 Santa  
15 Monica Boulevard, Los Angeles, California.

16 6. Upon information and belief, Rice is a citizen of the State of California with an  
17 address of 712 Longfellow Avenue, Hermosa Beach, California.

18 7. Upon information and belief, A. Borokhovich is a citizen of the State of California  
19 with an address of 11664 El Cerro Lane, Studio City, California.

20 8. Upon information and belief, E. Borokhovich is a citizen of the State of California  
21 with an address of 5901 W. Olympic Blvd., Suite 103, Los Angeles, CA, 90036.

22 **JURISDICTION AND VENUE**

23 9. This Court possesses original jurisdiction pursuant to 28 U.S.C. § 1332(a) because the  
24 matter in controversy exceeds the sum of value of \$75,000.00 exclusive of interest and costs, and the  
25 matter in controversy is between citizens of different states.

26 10. Venue is proper in the United States District Court of the Northern District of  
27 California under 28 U.S.C. § 84(a) and 28 U.S.C. § 1391(b)(2), because it is the judicial district  
28 where the injury occurred.

## **FACTUAL ALLEGATIONS**

## **THE VEHICLE AND AUTHORIZED OPERATORS**

11. Ferrari is a manufacturer and distributor of fine Italian motor vehicles.

12. Ferrari also loans vehicles to individuals and entities for both short and long term use.

13. On or about October 19, 2018, Robb Report and Ferrari entered into an Agreement and Authorization to loan to Robb Report the Vehicle for use as part of its Car of the Year review.

14. Robb Report knew and understood that its receipt of the Vehicle was conditioned upon agreement to the Agreement and Authorization. By taking possession of the Vehicle Robb Report accepted and executed the terms and conditions of the Agreement and Authorization.

15. The borrower of the Vehicle was identified in the Authorization as "*Robb Report Car of the Year.*" See **Exhibit A.**

16. Rice represented to Ferrari that he would be the authorized driver of the Vehicle and provided his contact information and driver's license to Ferrari's records. *See Exhibit A.*

17. Pursuant to Section 1 of the Agreement, “[Robb Report] agrees that it shall be responsible for damage to the vehicle(s) borrowed under the Vehicle Loan Authorization Form which is attached and incorporated by reference.”

18. Pursuant to Section 3 of the Agreement, “[Robb Report] agrees that no one, other than authorized drivers shall be permitted to operate the Vehicle, unless prior authorization is obtained from [Ferrari]”

19. Pursuant to Section 4 of the Agreement, “[Robb Report] agrees to return the Vehicle in the same condition as received, except for normal wear and tear[.]”

#### THE ROBB REPORT CAR OF THE YEAR EVENT

20. RR1 by Robb Report is a membership service that allows members to “enjoy truly unique access to luxury through Robb Report’s exclusive Signature Events and experience with a remarkable group of peers.” *See RR1.com*

21. One of the “Signature Events” hosted by RR1 is the Robb Report Car of the Year experience

1       22. In 2018, Robb Report hosted its Car of the Year experience at the Meadowood Resort  
2 in Napa, California (the “Event”).

3       23. The Event was conducted between October 28 and November 9, 2018.

4       24. The Event markets itself as an opportunity to put attendees in the driver’s seat, able to  
5 test-drive and evaluate up to thirteen luxury and performance vehicles that vie for the title of “Robb  
6 Report Car of the Year.”

7 **THE ACCIDENT**

8       25. Ferrari delivered the Vehicle to Meadowood Resort, St. Helena, California on  
9 October 21, 2018, and the Vehicle was scheduled to be returned on about November 10, 2018.

10       26. Robb Report and Rice represented to Ferrari that only authorized persons who were  
11 jurors and journalists would be able to access the Vehicle.

12       27. On Friday, November 2, 2018, A. Borokhovich and E. Borokhovich each executed an  
13 agreement to take possession of and drive the Vehicle. *See Exhibit B & Exhibit C.*

14       28. The agreements executed by A. Borokhovich and E. Borokhovich were executed on  
15 an iPad or similar tablet and expressly incorporated the terms and conditions of the Agreement and  
16 Authorization executed by Robb Report and Ferrari.

17       29. Specifically, the agreements executed by A. Borokhovich and E. Borokhovich state  
18 that “you are agreeing to all of the terms, conditions, and stipulations laid out in all of the following  
19 forms.”

20       30. The forms listed in the agreements executed by A. Borokhovich and E. Borokhovich  
21 include “Ferrari Superfast Juror Vehicle Loan Agreement.”

22       31. “Ferrari Superfast Juror Vehicle Loan Agreement” was a link to the Agreement and  
23 Authorization, which A. Borokhovich and E. Borokhovich agreed to click and review prior to  
24 executing their respective agreements with Robb Report to take possession of and drive any of the  
25 vehicles Robb Report made available to test drive, including the Vehicle.

26       32. On November 4, 2018, A. Borokhovich and E. Borokhovich took possession of the  
27 Vehicle.

1       33. On November 4, 2018, A. Borokovich as the driver and E. Borokovich as a passenger  
2 crashed the Vehicle on Meadowood Lane in an unincorporated part of Napa County in California.

3       34. Officer Kirk Paulson of the California Highway Patrol (“Officer Paulson”) responded  
4 to the accident scene and took statements from all witnesses including the driver and passenger of  
5 the Vehicle, which were memorialized in a formal accident report (the “Accident Report”). A true  
6 and correct copy of the Accident Report is attached hereto as **Exhibit D**.

7       35. According to Officer Paulson’s report, A. Borokhovich was operating the Vehicle at  
8 the time of the accident. *See Exhibit D* at 1.

9       36. A. Borokhovich stated to Officer Paulson that he lost control of the Vehicle while  
10 attempting to avoid another vehicle that had crossed over the double yellow line on Meadowood  
11 Lane and into his lane. *See Exhibit D* at 8.

12       37. A. Borokhovich further stated that he was driving the speed limit when the accident  
13 occurred, which is twenty-five (25) miles per hour.

14       38. E. Borokhovich could not corroborate A. Borokhovich’s version of the accident.

15       39. Officer Paulson also spoke with a witness, Victor Perez (“Perez”), who stated that he  
16 was working the front gate at the Meadowood Resort when he observed the Vehicle exit the resort,  
17 followed by the sound of rapid acceleration and a loud crash.

18       40. Perez further stated to Officer Paulson that he then entered his vehicle and drove to  
19 the crash scene.

20       41. Perez reported that no other vehicles had driven past him between the time the  
21 Vehicle left the resort and his arrival at the scene of the accident.

22       42. Officer Paulson also conducted a physical examination of the Vehicle, the road, the  
23 tree that the Vehicle crashed into, and other physical evidence such as tire marks and dirt marks  
24 present at the scene of the accident.

25       43. After review of the physical evidence and the statements made by the witnesses,  
26 Officer Paulson concluded that A. Borokhovich was at fault for the accident and the accident was  
27 caused because A. Borokhovich lost control of the Vehicle by executing an unsafe turn at speeds in  
28 excess of twenty-five miles per hour.

44. As a result of the unsafe operation of the Vehicle by A. Borokhovich, the Vehicle was determined to be a total loss following the accident, causing Ferrari to suffer damages.

45. After the accident, Ferrari made a claim under the Policy and Crum & Forster paid Ferrari \$292,508.35 as compensation for its loss. A true and correct copy of the Proof of Loss and the Letter to Ferrari enclosing payment are attached hereto as **Exhibits E** and **F**, respectively.

## **FIRST CLAIM FOR RELIEF**

## Breach of Contract

## Against Robb Report LLC

46. Crum & Forster repeats and restates each of the foregoing paragraphs as if set forth at length herein.

47. The Agreement and Authorization constituted a contract between Ferrari and Robb Report.

48. The Agreement requires Robb Report Media, LLC to be responsible for damage to the Vehicle, and to indemnify Ferrari North America, Inc. for all damages or losses arising from Barrower's use of the Vehicle.

49. The Agreement requires Robb Report Media, LLC to return the Vehicle in the same condition as received, except for normal wear and tear.

50. Robb Report breached the Agreement and Authorization by failing to return the Vehicle in the same condition as received and failing to pay for the amount of damages to the Vehicle.

51. As a result, Ferrari and Crum & Forster have suffered damages as a result of the breach of the Agreement.

**WHEREFORE**, Crum & Forster demands a Jury Trial and judgment against Robb Report for all actual, consequential, anticipatory, and statutory damages, as well as all attorneys' fees/costs, interest, and other relief this Court deems appropriate.

## **SECOND CLAIM FOR RELIEF**

## Breach of Contract

## Against A. Borokhovich and E. Borokhovich

52. Crum & Forster repeats and restates each of the foregoing paragraphs as if set forth at length herein.

53. A. Borokhovich and E. Borokhovich, as a condition to being able to participate and drive the Vehicle, executed agreements that expressly incorporated the Agreement and Authorization.

54. By virtue of executing their respective agreements, A. Borokhovich and E. Borokhovich agreed to be responsible for damage to the Vehicle and to indemnify Ferrari North America, Inc. for all damages or losses arising from their use of the Vehicle.

55. Further, A. Borokhovich and E. Borokhovich agreed to return the Vehicle in the same condition as received, except for normal wear and tear.

56. Due to the incorporation of the foregoing terms into the agreements executed by A. Borokhovich and E. Borokhovich, Ferrari North America, Inc. was a third party beneficiary of those agreements.

57. A. Borokhovich and E. Borokhovich breached the agreements they executed by failing to return the Vehicle in the same condition as received and failing to pay for the amount of damages to the Vehicle.

58. As a result, Ferrari and Crum & Forster have suffered damages as a result of the breach of the Agreement.

**WHEREFORE**, Crum & Forster demands a Jury Trial and judgment against A. Borokhovich and E. Borokhovich for all actual, consequential, anticipatory, and statutory damages, as well as all attorneys' fees/costs, interest, and other relief this Court deems appropriate.

### THIRD CLAIM FOR RELIEF

## Negligence

## Against Robb Report LLC and Rice

59. Crum & Forster repeats and restates each of the foregoing paragraphs as if set forth at length herein.

60. Robb Report and Rice owed a duty of care to Ferrari North America, Inc. to ensure that any individuals who took possession of or drove the Vehicle would return the vehicle in the same condition it was received.

61. Robb Report and Rice breached that duty of care by allowing A. Borokhovich and E. Borokhovich to take possession of and drive the Vehicle.

62. It was foreseeable that a breach of the duty of care would cause Ferrari North America, Inc. to suffer damages.

63. The damage to the Vehicle was caused directly and proximately by the intentional, reckless, careless, and/or negligent conduct of Robb Report and Rice.

64. The intentional, reckless, careless, and/or negligent conduct includes failing to review and monitor the use of the Vehicle, to safely operate the Vehicle, and to return the Vehicle in the condition it was received.

**WHEREFORE**, Crum & Forster demands a Jury Trial and judgment against Robb Report, and Rice, for all actual, consequential, anticipatory, and statutory damages, as well as all attorneys' fees/costs, interest, and other relief this Court deems appropriate.

## **FOURTH CLAIM FOR RELIEF**

## Negligence

## Against A. Borokhovich; and E. Borokhovich

65. Crum & Forster repeats and restates each of the foregoing paragraphs as if set forth at length herein.

66. A. Borokhovich and E. Borokhovich owed a duty of care to Ferrari North America, Inc. to operate the Vehicle in a safe manner and return the Vehicle in the condition it was received.

67. A. Borokhovich and E. Borokhovich breached that duty of care by failing to operate the Vehicle in a safe manner and failing to return the Vehicle in the condition it was received.

68. It was foreseeable that a breach of the duty of care would cause Ferrari North America, Inc. to suffer damages.

69. The damage to the Vehicle was caused directly and proximately by the intentional, reckless, careless, and/or negligent conduct of A. Borokhovich and/or E. Borokhovich.

1       70. The intentional, reckless, careless, and/or negligent conduct include failing to safely  
2 operate the Vehicle, exceeding the speed limit, and failing to return the Vehicle in the condition it  
3 was received.

4       **WHEREFORE**, Crum & Forster demands a Jury Trial and judgment against A.  
5 Borokhovich and E. Borokhovich for all actual, consequential, anticipatory, and statutory damages,  
6 as well as all attorneys' fees/costs, interest, and other relief this Court deems appropriate.

7  
8 Dated: June 9, 2020

**Crum & Forster Indemnity Co. A/S/O  
Ferrari North America, Inc.**

9  
10 By: /s/ Joshua A. Zielinski  
11 O'Toole Scrivo, LLC  
12 14 Village Park Road  
13 Cedar Grove, NJ 07009

14 Dated: June 9, 2020

**LOSCH EHRLICH & MEYER**

15 By: /s/ Joseph Ehrlich  
16 Joseph Ehrlich  
17 Mark R. Meyer  
18 Attorneys for Crum & Forster  
19 Indemnity Co.

# Exhibit A

**FERRARI NORTH AMERICA, INC.  
VEHICLE LOAN AGREEMENT**

**The purpose of this Vehicle Loan Agreement is to set forth the terms and conditions upon which Ferrari North America, Inc. will loan a vehicle for press or other approved usage.**

1. Borrower (as set forth below) shall be responsible for damage to the vehicle(s) borrowed under the Vehicle Loan Authorization Form ("Vehicle[s]") which is attached and incorporated by reference. Borrower shall also release, indemnify and hold harmless Ferrari North America, Inc. ("FNA"), its parent, all subsidiaries and affiliates, from any and all claims, damages, loss or expenses attributable to property damage or bodily injury (including, but not limited to, sickness, injury and death) and property damage arising from or allegedly arising from Borrower's use of the Vehicle(s) unless, and to the extent, caused by the sole negligence of FNA. In addition, FNA requires that prior to loaning any vehicle, the Borrower(s) provide FNA with their driver's license information including state of issue and license number, and that Borrower, signing below, consents to FNA having its insurer conduct a license background check. FNA reserves the right to disallow vehicle operation by individuals who, in the sole judgment of FNA, or its insurer, possesses an adverse driving record as determined by researching applicable state motor vehicle record.
2. Borrower agrees to maintain primary Automobile Liability insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence, Bodily Injury and Property Damage on the loaned Vehicle(s). A Certificate of Insurance is attached evidencing such coverage, naming "Ferrari North America, Inc., its parent, all subsidiaries and affiliates", as Additional Insureds and stipulating that such coverage applies on a primary basis.
3. Borrower agrees that no one, other than authorized drivers shall be permitted to operate the Vehicle(s), unless prior authorization is obtained from FNA. Any authorized driver must be a minimum of twenty-five (25) years of age and possess a valid driver's license. No driver shall operate the vehicle while under the influence of alcohol or drugs.
4. Borrower is also responsible for any parking tickets and moving violations incurred during Vehicle use.
5. Borrower agrees to return the Vehicle(s) in the same condition as received, except for normal wear and tear, and be responsible for maintenance of the Vehicle(s) (gas, oil, tire pressure, etc.)
6. Borrower agrees to notify FNA within (2) hours of any accident involving a vehicle. This includes verbal notification to FNA's Public Relations Department at (201) 816-2621 and submission of written accident information to that department within five (5) days of the accident.

7. Borrower agrees to require that all occupants of the Vehicle(s) wear seat belts at all times.

IN WITNESS WHEREOF, and intending to be legally bound hereby, FNA and Borrower have each caused this Agreement to be executed and delivered by their proper and duly authorized representatives as of this 19<sup>th</sup> day of October, 2018.

(SIGNATURE ON FILE)

---

("Borrower")

John Doe  
123 Main Street  
Anytown, USA 12345  
(555) 555-5555

---

Ferrari North America, Inc.  
("FNA")

John Doe  
123 Main Street  
Anytown, USA 12345  
(555) 555-5555

**VEHICLE LOAN AUTHORIZATION FORM**

Ferrari North America, Inc. ("FNA")

FNA's Contact Name: Krista Florin

Borrower's Company Name: *Robb Report* Car of the Year

Borrower's Contact Name: Robb Rice  
712 Longfellow Ave.  
Hermosa Beach, CA 90254

The following individuals are authorized to operate the noted Vehicle(s) during the time indicated in and subject to the conditions outlined in the Vehicle Loan Agreement:

<u>Authorized Driver(s) Name</u>	<u>Date of Birth</u>	<u>Driver's License No./State</u>
Robb Douglas Rice	7/14/1978	F5688052

**Borrowed Vehicle(s)**

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Color</u>	<u>Vin</u>
2018	Ferrari	812 Superfast	Rosso Corsa, Nero	234331

Delivery Location: Meadowood, St. Helena, CA Date: 10/21/2018

Return Location: AS ABOVE Date: 11/10/2018

# **Exhibit B**

Friday, November 2, 2018

# Car of the Year Napa Valley 2018 Driver Waivers

## 2018 Waivers

**Name**

Anatoly Borokhovich

**Email**

anatolyborokhovich@gmail.com

**Phone Number**

(323) 4045393

**Address**

12540 Burbank Blvd, #103  
Valley Village, CA, 91607  
United States

**I am at least 25 years old**

Yes

**My driver's license is valid with no restrictions**

Yes

**Drivers License Number**

D5778820

**Drivers License State**

California

**License Expiration**

Friday, July 21, 2023

*While we will have your license info on file,*

*you must have your drivers license with you at all times while driving.*

**Insurer**

Mercury insurance

**Policy Number**

040104004434087

**Phone Number**

(323) 4045393

**Emergency Contact**

Tatiana Borokhovich

**Relation**

Mother

**Emergency Contact's Phone Number**

(323) 4592693

By signing your name below you are agreeing to all of the terms, conditions, and stipulations laid out in all of the following forms. Please click each link below to review each waiver you are signing for.

**Robb Report Car of the Year Napa Valley - Waiver & Release**

Aston Martin Release Waiver - Test Drive

Bentley Automobile Loan Agreement

BMW Loan Agreement

Ferrari Superfast Juror Vehicle Loan Agreement

Ford Mustang Vehical Loan Agreement

Lamborghini Release, Waiver-of-Liability, Assumption-of-Risk, and Indemnity Agreement

Mercedes-Benz Waiver and Release Form

Porsche Loan Agreement

Rolls-Royce Release and Waiver of Liability

If you are unable to agree to the terms on any of the above forms, do not sign below. Please email [carolineb@robbreport.com](mailto:carolineb@robbreport.com) detailing the form in question. Refusal to sign any for any of the cars will result in your disqualification to drive that particular vehicle, but will not bar you from riding or judging the vehicle. In order to ride or participate in guest activities, the Robb Report Event Car of the Year Napa Valley - Waiver & Release must be signed.

**For Aston Martin, you are given the opportunity to opt in or out of their promotional materials. Please click below if you agree.**

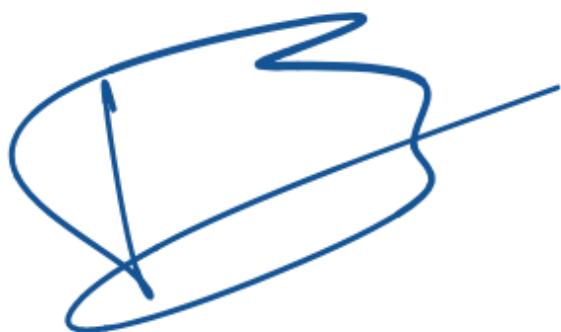
Aston Martin would like to be able to contact you with invitations, news and information about products and services relating to Aston Martin and to be able to share your information with Aston Martin's group companies and Authorized Dealers in your local region. If you would like to receive such invitations and information, please confirm that we may use your information as described and please specify which of the following means you prefer:

Email

Telephone

Lamborghini - I agree to allow the transfer of my personal data to third parties, as well as companies belonging to the Volkswagen-Audi Group, for the purposes set forth in the relevant section of the Lamborghini Waiver. I understand that Automobili Lamborghini of America will not sell my personal data to any third parties for marketing purposes.

**Signature**

A handwritten signature in blue ink, appearing to be a stylized 'L' or a similar character, is placed here.

*This form will be emailed to you for your files upon submission.*

---

For any questions or concerns, please contact Caroline Barry at [carolineb@robbreport.com](mailto:carolineb@robbreport.com) or call 310-589-7664.

# Exhibit C

Friday, November 2, 2018

# Car of the Year Napa Valley 2018 Driver Waivers

## 2018 Waivers

**Name**

Emil Borokhovich

**Email**

mikanp@yahoo.com

**Phone Number**

(213) 8045678

**Address**

5901 w Olympic blvd, Suite 103  
Los Angeles , CA, 90037

**I am at least 25 years old**

Yes

**My driver's license is valid with no restrictions**

Yes

**Drivers License Number**

A7286779

**Drivers License State**

CA

**License Expiration**

Thursday, October 13, 2022

*While we will have your license info on file,*

*you must have your drivers license with you at all times while driving.*

**Insurer**

Mercury Casualty Ins Co.

**Policy Number**

040104004434087

**Phone Number**

(8005033724)

**Emergency Contact**

Tatiana Borokhovich

**Relation**

Spouse

**Emergency Contact's Phone Number**

(323) 459693

By signing your name below you are agreeing to all of the terms, conditions, and stipulations laid out in all of the following forms. Please click each link below to review each waiver you are signing for.

**Robb Report Car of the Year Napa Valley - Waiver & Release**

Aston Martin Release Waiver - Test Drive

Bentley Automobile Loan Agreement

BMW Loan Agreement

Ferrari Superfast Juror Vehicle Loan Agreement

Ford Mustang Vehical Loan Agreement

Lamborghini Release, Waiver-of-Liability, Assumption-of-Risk, and Indemnity Agreement

Mercedes-Benz Waiver and Release Form

Porsche Loan Agreement

Rolls-Royce Release and Waiver of Liability

If you are unable to agree to the terms on any of the above forms, do not sign below. Please email [carolineb@robbreport.com](mailto:carolineb@robbreport.com) detailing the form in question. Refusal to sign any for any of the cars will result in your disqualification to drive that particular vehicle, but will not bar you from riding or judging the vehicle. In order to ride or participate in guest activities, the Robb Report Event Car of the Year Napa Valley - Waiver & Release must be signed.

**For Aston Martin, you are given the opportunity  
to opt in or out of their promotional materials.  
Please click below if you agree.**

Aston Martin would like to be able to contact you with invitations, news and information about products and services relating to Aston Martin and to be able to share your information with Aston Martin's group companies and Authorized Dealers in your local region. If you would like to receive such invitations and information, please confirm that we may use your information as described and please specify which of the following means you prefer:

Email

US Mail

Telephone

Lamborghini - I agree to allow the transfer of my personal data to third parties, as well as companies belonging to the Volkswagen-Audi Group, for the purposes set forth in the relevant section of the Lamborghini Waiver. I understand that Automobili Lamborghini of America will not sell my personal data to any third parties for marketing purposes.

**Signature**

A handwritten signature in blue ink, appearing to read "BMC".

*This form will be emailed to you for your files upon submission.*

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For any questions or concerns, please contact Caroline Barry at [carolineb@robbreport.com](mailto:carolineb@robbreport.com) or call 310-589-7664.

# **Exhibit D**

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
**TRAFFIC COLLISION REPORT**  
 CHP 555 PAGE 1 (REV. 04-11) OPI 080

PAGE 1 OF 9

SPECIAL CONDITIONS		NUMBER DASHED 1	INT & RUN FELONY <input type="checkbox"/>	CITY UNINCORPORATED	JUDICIAL DISTRICT NAPA SUPERIOR CRT		LOCAL REPORT NUMBER 9325-2018-01207							
		NUMBER KILLED 0	INT & RUN MISDEMEANOR <input type="checkbox"/>	COUNTY NAPA	REPORTING DISTRICT	BEAT 003	DAY OF WEEK SUNDAY	TOW AWAY <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO						
LOCATION	COLLISION OCCURRED ON: MEADOWOOD LANE					MO DAY YEAR 11/04/2018	TIME (2400) 1440	NCIC # 9325	OFFICER ID. 013434					
	MILEPOST INFORMATION:					GPS COORDINATES LATITUDE 38.51680°		PHOTOGRAPHS BY: <input checked="" type="checkbox"/> NONE						
	AT INTERSECTION WITH: <input checked="" type="checkbox"/> ORI 438 FEET EAST OF SILVERADO TRAIL					STATE/HWY REL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO								
PARTY 1	DRIVER'S LICENSE NUMBER DS778820		STATE CA	CLASS C	AIR BAG L	SAFETY EQUIP. G	VEN. YEAR 2018	MAKE / MODEL / COLOR FERR 800 SUPERFAST RED	LICENSE NUMBER DTM13	STATE NJ				
DRIVER <input checked="" type="checkbox"/>	NAME (FIRST, MIDDLE, LAST) ANATOLY BOROKHOVICH					OWNER'S NAME <input type="checkbox"/> SAME AS DRIVER FERRARI NORTH AMERICA								
VEHICLE TRAILER <input type="checkbox"/>	STREET ADDRESS 11664 EL CERRO LN					OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER 250 SYLVAN AVE ENGLEWOOD CLIFFS NJ 07632								
PARKED VEHICLE <input type="checkbox"/>	CITY / STATE / ZIP STUDIO CITY CA 91604					DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input type="checkbox"/> DRIVER <input checked="" type="checkbox"/> OTHER								
ICV- CLUB <input type="checkbox"/>	SEX M	HAIR BRN	EYES BRN	HEIGHT 5-09	WEIGHT 170	MO 07/21/1993	DAY YEAR YEAR 0	MADELYN KLEHR-KEYES - (845)269-9279 PRIOR MECH. DEFECTS <input checked="" type="checkbox"/> NONE APP. <input type="checkbox"/> REFER TO NARRATIVE						
OTHER <input type="checkbox"/>	HOME PHONE (323)404-5393					BUSINESS PHONE UNKNOWN					VEHICLE IDENTIFICATION NUMBER: ZFF83CL-A3J0234331			
											VEHICLE TYPE 01	DESCRIBE VEHICLE DAMAGE <input type="checkbox"/> UNK <input type="checkbox"/> NONE <input type="checkbox"/> MINOR <input type="checkbox"/> MOD <input checked="" type="checkbox"/> MAJOR <input type="checkbox"/> ROLL-OVER	SHADE IN DAMAGED AREA TPDV	
											CA	DOT		
											CAL-T	TCP/PSO	MC/MX	
PARTY 2	DRIVER'S LICENSE NUMBER		STATE	CLASS	AIR BAG	SAFETY EQUIP.	VEN. YEAR	MAKE / MODEL / COLOR	LICENSE NUMBER	STATE				
DRIVER <input type="checkbox"/>	NAME (FIRST, MIDDLE, LAST)					OWNER'S NAME <input type="checkbox"/> SAME AS DRIVER								
VEHICLE TRAILER <input type="checkbox"/>	STREET ADDRESS					OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER								
PARKED VEHICLE <input type="checkbox"/>	CITY / STATE / ZIP					DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input type="checkbox"/> DRIVER <input type="checkbox"/> OTHER								
ICV- CLUB <input type="checkbox"/>	SEX	HAIR	EYES	HEIGHT	WEIGHT	MO	BIRTHDATE DAY	YEAR	RACE	PRIOR MECHANICAL DEFECTS <input type="checkbox"/> NONE APP. <input type="checkbox"/> REFER TO NARRATIVE				
OTHER <input type="checkbox"/>	HOME PHONE					BUSINESS PHONE					VEHICLE IDENTIFICATION NUMBER:	VEHICLE TYPE 01	DESCRIBE VEHICLE DAMAGE <input type="checkbox"/> UNK <input type="checkbox"/> NONE <input type="checkbox"/> MINOR <input type="checkbox"/> MOD <input checked="" type="checkbox"/> MAJOR <input type="checkbox"/> ROLL-OVER	SHADE IN DAMAGED AREA TPDV
											CA	DOT		
											CAL-T	TCP/PSO	MC/MX	
PARTY 3	DRIVER'S LICENSE NUMBER		STATE	CLASS	AIR BAG	SAFETY EQUIP.	VEN. YEAR	MAKE / MODEL / COLOR	LICENSE NUMBER	STATE				
DRIVER <input type="checkbox"/>	NAME (FIRST, MIDDLE, LAST)					OWNER'S NAME <input type="checkbox"/> SAME AS DRIVER								
VEHICLE TRAILER <input type="checkbox"/>	STREET ADDRESS					OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER								
PARKED VEHICLE <input type="checkbox"/>	CITY / STATE / ZIP					DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input type="checkbox"/> DRIVER <input type="checkbox"/> OTHER								
ICV- CLUB <input type="checkbox"/>	SEX	HAIR	EYES	HEIGHT	WEIGHT	MO	BIRTHDATE DAY	YEAR	RACE	PRIOR MECHANICAL DEFECTS <input type="checkbox"/> NONE APP. <input type="checkbox"/> REFER TO NARRATIVE				
OTHER <input type="checkbox"/>	HOME PHONE					BUSINESS PHONE					VEHICLE IDENTIFICATION NUMBER:	VEHICLE TYPE 01	DESCRIBE VEHICLE DAMAGE <input type="checkbox"/> UNK <input type="checkbox"/> NONE <input type="checkbox"/> MINOR <input type="checkbox"/> MOD <input checked="" type="checkbox"/> MAJOR <input type="checkbox"/> ROLL-OVER	SHADE IN DAMAGED AREA TPDV
											CA	DOT		
											CAL-T	TCP/PSO	MC/MX	
PREPARED'S NAME											DISPATCH NOTIFIED	REVIEWER'S NAME	DATE REVIEWED	

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
**TRAFFIC COLLISION CODING**  
 HP 556 CARS PAGE2 (REV. 04-11) OPI 060

PAGE 2 OF 8

DATE OF COLLISION (MO. DAY YEAR)	TIME(2400)	NCIO #	OFFICER I.D.	NUMBER	
1/04/2018	1440	9325	013434	9325-2018-01207	
<b>PROPERTY DAMAGE</b>	OWNER'S NAME <b>PATRICK DAVILA</b>	OWNER ADDRESS <b>800 MEADOWOOD LANE SAINT HELENA, CA 94574</b>	NOTIFIED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
	DESCRIPTION OF DAMAGE <b>OLIVE TREE DAMAGED.</b>				
<b>SEATING POSITION</b>  	<b>SAFETY EQUIPMENT</b>  OCCUPANTS A - NONE IN VEHICLE B - UNKNOWN C - LAP BELT USED D - LAP BELT NOT USED E - SHOULDER HARNESS USED F - SHOULDER HARNESS NOT USED G - LAP/SHOULDER HARNESS USED H - LAP/SHOULDER HARNESS NOT USED J - PASSIVE RESTRAINT USED K - PASSIVE RESTRAINT NOT USED P - NOT REQUIRED	<b>CHILD RESTRAINT</b> Q - IN VEHICLE USED R - IN VEHICLE NOT USED S - IN VEHICLE USE UNKNOWN T - IN VEHICLE IMPROPER USE U - NONE IN VEHICLE	<b>AIR BAG</b> B - UNKNOWN L - AIR BAG DEPLOYED M - AIR BAG NOT DEPLOYED N - OTHER P - NOT REQUIRED	<b>INATTENTION CODES</b> A - CELL PHONE HANDHELD B - CELL PHONE HANDSFREE C - ELECTRONIC EQUIPMENT D - RADIO / CD E - SMOKING F - EATING G - CHILDREN H - ANIMALS I - PERSONAL HYGIENE J - READING K - OTHER	
1 2 3 4 5 6 7	DRIVER 2 TO 6-PASSENGERS 7 - STATION WAGON REAR 8 - REAR, OCC TRK. OR VAN 9 - POSITION UNKNOWN 0 - OTHER	M / G BICYCLE HELMET DRIVER V-NO PASSENGER X-NO W-YES Y-YES	EJECTED FROM VEHICLE 0 - NOT EJECTED 1 - FULLY EJECTED 2 - PARTIALLY EJECTED 3 - UNKNOWN		
<b>ITEMS MARKED BELOW FOLLOWED BY AN ASTERISK (*) SHOULD BE EXPLAINED IN THE NARRATIVE.</b>					
<b>PRIMARY COLLISION FACTOR</b> LIST NUMBER (#) OF PARTY AT FAULT	<b>TRAFFIC CONTROL DEVICES</b>	1 2 3	<b>SPECIAL INFORMATION</b>	1 2 3	<b>MOVEMENT PRECEDING COLLISION</b>
VC SECTION VIOLATED: <input type="checkbox"/> YES <b>A</b> 22107 <input checked="" type="checkbox"/> NO	A CONTROLS FUNCTIONING B CONTROLS NOT FUNCTIONING* C CONTROLS OBSCURED D NO CONTROLS PRESENT / FACTOR*		A HAZARDOUS MATERIAL B CELL PHONE HANDHELD IN USE C CELL PHONE HANDSFREE IN USE D CELL PHONE NOT IN USE E SCHOOL BUS RELATED		A STOPPED B PROCEEDING STRAIGHT C RAN OFF ROAD D MAKING RIGHT TURN E MAKING LEFT TURN F MAKING U TURN G BACKING H SLOWING / STOPPING I PASSING OTHER VEHICLE J CHANGING LANES K PARKING MANEUVER L ENTERING TRAFFIC M OTHER UNSAFE TURNING N XING INTO OPPOSING LANE O PARKED P MERGING Q TRAVELING WRONG WAY R OTHER*
WEATHER (MARK 1 TO 2 ITEMS)	<b>TYPE OF COLLISION</b> A CLEAR B CLOUDY C RAINING D SNOWING E FOG / VISIBILITY FT. F OTHER: G WIND				
LIGHTING	A HEAD - ON B SIDE SWIPE C REAR END D BROADSIDE E HIT OBJECT F OVERTURNED G VEHICLE / PEDESTRIAN H OTHER*				
ROADWAY SURFACE	A NON - COLLISION B PEDESTRIAN C OTHER MOTOR VEHICLE D MOTOR VEHICLE ON OTHER ROADWAY E PARKED MOTOR VEHICLE F TRAIN G BICYCLE H ANIMAL	1 2 3	<b>OTHER ASSOCIATED FACTORS</b> (MARK 1 TO 2 ITEMS)		
ROADWAY CONDITION(S) (MARK 1 TO 2 ITEMS)	I FIXED OBJECT: <b>OLIVE TREE</b> J OTHER OBJECT:		VC SECTION VIOLATED: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
A HOLES, DEEP RUT* B LOOSE MATERIAL ON ROADWAY* C OBSTRUCTION ON ROADWAY* D CONSTRUCTION - REPAIR ZONE E REDUCED ROADWAY WIDTH F FLOODED* G OTHER: H NO UNUSUAL CONDITIONS	A' NO PEDESTRIANS INVOLVED B' CROSSING IN CROSSWALK - AT INTERSECTION C' CROSSING IN CROSSWALK - NOT AT INTERSECTION D' CROSSING - NOT IN CROSSWALK E' IN ROAD - INCLUDES SHOULDER F' NOT IN ROAD G' APPROACHING / LEAVING SCHOOL BUS		VC SECTION VIOLATED: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<b>SOBRIETY - DRUG PHYSICAL</b> (MARK 1 TO 2 ITEMS)	
				A HAD NOT BEEN DRINKING B HAD - UNDER INFLUENCE C HAD - NOT UNDER INFLUENCE* D HAD - IMPAIRMENT UNKNOWN* E UNDER DRUG INFLUENCE* F IMPAIRMENT - PHYSICAL* G IMPAIRMENT NOT KNOWN H NOT APPLICABLE I SLEEPY / FATIGUED*	
SKECH FOR SKETCH DIAGRAM, SEE PAGE 4				MISCELLANEOUS	
			INDICATE NORTH		

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
**INJURED / WITNESSES / PASSENGERS\*\***  
CHP 555 CARS PAGE 3 (REV 11-16) OPI 080

PAGE 3 OF 9

DATE OF COLLISION (MO. DAY YEAR) 11/04/2018				TIME (1240) 1440	INC # 9325				OFFICER ID. 013434				NUMBER 9325-2018-01207						
WITNESS ONLY	PASSENGER ONLY	AGE	SEX	EXTENT OF INJURY ('X' ONE)				INJURED WAS ('X' ONE)				PARTY NUMBER	SEAT PQB	AIR BAG	SAFETY EQUIP.	EJECTED			
				FATAL INJURY	SUSPECTED SERIOUS INJURY	SUSPECTED MINOR INJURY	POSSIBLE INJURY	DRIVER	PASS.	PED.	BICYCLIST						OTHER		
<input type="checkbox"/>	<input type="checkbox"/>	25	M	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	1	L	G	0		
NAME / D.O.B. / ADDRESS ANATOLY BOROKHOVICH (07/21/1993) 11664 EL CERRO LN STUDIO CITY CA 91604																TELEPHONE (323)404-5393			
(INJURED ONLY) TRANSPORTED BY: TOO SEEK OWN AID				EMS RUN NUMBER				TAKEN TO:											
DESCRIBE INJURIES: LACERATION TO LEFT HAND AND SEATBELT ABRASIONS ON LEFT CLAVICLE																			
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	51	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	3	L	G	0		
NAME / D.O.B. / ADDRESS EMIL BOROKHOVICH (10/13/1967) 5901 W. OLYMPIC BLVD LOS ANGELES CA 90037																TELEPHONE (323)404-5393			
(INJURED ONLY) TRANSPORTED BY:				EMS RUN NUMBER				TAKEN TO:											
DESCRIBE INJURIES:																			
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	21	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
NAME / D.O.B. / ADDRESS VICTOR PEREZ (12/31/1996) 900 MEADOWOOD LANE SAINT HELENA CA 94574																TELEPHONE (707)304-6393			
(INJURED ONLY) TRANSPORTED BY:				EMS RUN NUMBER				TAKEN TO:											
DESCRIBE INJURIES:																			
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
NAME / D.O.B. / ADDRESS																TELEPHONE			
(INJURED ONLY) TRANSPORTED BY:				EMS RUN NUMBER				TAKEN TO:											
DESCRIBE INJURIES:																			
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
NAME / D.O.B. / ADDRESS																TELEPHONE			
(INJURED ONLY) TRANSPORTED BY:				EMS RUN NUMBER				TAKEN TO:											
DESCRIBE INJURIES:																			
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																			
PREPARED'S NAME KIRK PAULSON				ID. NUMBER 013434		MO. DAY YEAR 11/04/2018		REVIEWER'S NAME V POMPLIANO 019659				MO. DAY YEAR 11/07/2018							

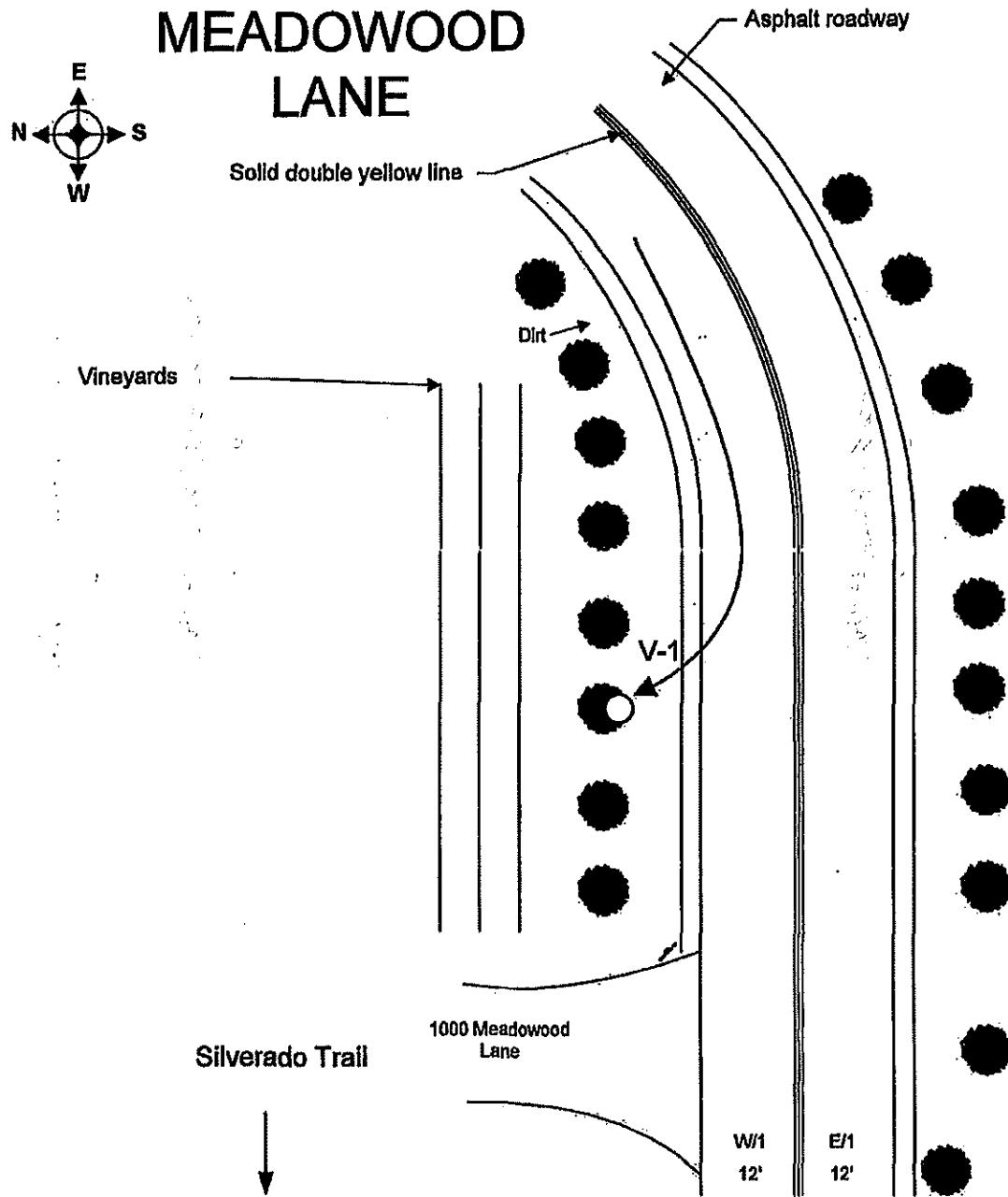
STATE OF CALIFORNIA  
**SKETCH DIAGRAM**

CHP 555 Page 4(Rev. 04-11) OPI 060

PAGE 4 OF 9

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
11/04/2018	1440	9325	013434	9325-2018-01207

ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SCALE UNLESS STATED (SCALE= )



PREPARED BY KIRK PAULSON	I.D. NUMBER 013434	DATE 11/04/2018	REVIEWER'S NAME V POMPLIANO 019659	DATE 11/07/2018
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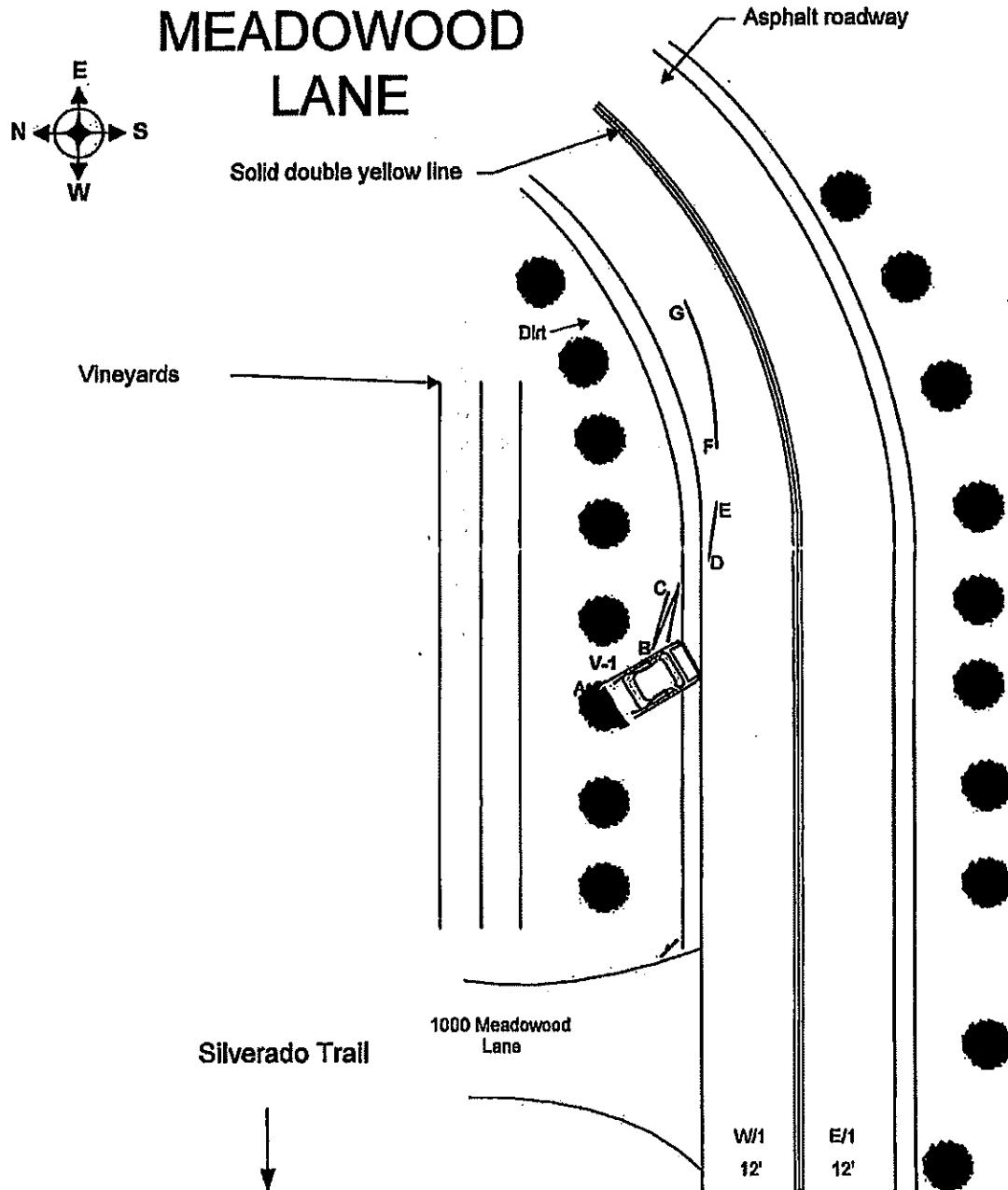
STATE OF CALIFORNIA  
FACTUAL DIAGRAM

CHP 555 Page 4 (Rev. 04-11) OPI 060

PAGE 5 OF 9

DATE OF INCIDENT 11/04/2018	TIME 1440	NCIC NUMBER 9325	OFFICER I.D. 013434	NUMBER 9325-2018-01207
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ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SCALE UNLESS STATED (SCALE= )



PREPARED BY KIRK PAULSON	I.D. NUMBER 013434	DATE 11/04/2018	REVIEWER'S NAME V POMPLIANO 019659	DATE 11/07/2018
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STATE OF CALIFORNIA

**NARRATIVE/SUPPLEMENTAL****PAGE 6 OF 9**

DATE OF INCIDENT 11/04/2018	TIME 1440	NCIC NUMBER 9325	OFFICER I.D. 013434	NUMBER 9325-2018-01207
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**1 LEGEND****2 VEHICLE POINTS OF REST**

3 V-1 (left front tire) was 437 feet east of the east roadway edge of the Silverado Trail and 8' 10" 4 north of the north roadway edge of Meadowood Lane.

5 V-1 (left rear tire) was 443 feet east of the east roadway edge of the Silverado Trail and 1'10" 6 north of the north roadway edge of Meadowood Lane.

**7 PHYSICAL EVIDENCE**

- 8 A) Damaged olive tree.
- 9 B) Marks in dirt from V-1 end.
- 10 C) Marks in dirt from V-1 start.
- 11 D) Tire friction mark from V-1 end.
- 12 E) Tire friction mark from V-1 start.
- 13 F) Tire friction mark from V-1 end.
- 14 G) Tire friction mark from V-1 start.

**15 LOCATIONS**

- 16 A) 438 feet east of the east roadway edge of the Silverado Trail and 10'4" north of the north 17 roadway edge of Meadowood Lane.
- 18 B) 447 feet east of the east roadway edge of the Silverado Trail and 2 feet north of the north 19 roadway edge of Meadowood Lane.
- 20 C) 459 feet east of the east roadway edge of the Silverado Trail and 10 feet north of the north 21 roadway edge of Meadowood Lane.
- 22 D) 466 feet east of the east roadway edge of the Silverado Trail and 1 foot south of the north 23 roadway edge of Meadowood Lane.
- 24 E) 486 feet east of the east roadway edge of the Silverado Trail and 4 feet south of the north 25 roadway edge of Meadowood Lane.
- 26 F) 519 feet east of the east roadway edge of the Silverado Trail and 6 feet south of the north 27 roadway edge of Meadowood Lane.
- 28 G) 552 feet east of the east roadway edge of the Silverado Trail and 9 feet south of the north 29 roadway edge of Meadowood Lane.

PREPARED BY KIRK PAULSON	I.D. NUMBER 013434	DATE 11/04/2018	REVIEWER'S NAME V POMPLIANO 019659	DATE 11/07/2018
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STATE OF CALIFORNIA

**NARRATIVE/SUPPLEMENTAL****PAGE 7 OF 9**

DATE OF INCIDENT 11/04/2018	TIME 1440	NCIC NUMBER 9325	OFFICER I.D. 013434	NUMBER 9325-2018-01207
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**1 FACTS****2 NOTIFICATION**

3 While on routine patrol, I came upon this minor injury traffic collision at approximately 1450 hours.

4 All speeds, times and measurements are approximate. All measurements were made by roll-meter.

5

**7 SCENE DESCRIPTION**

8 Meadowood Lane, at the collision scene, is a two way asphalt surfaced roadway that runs in an east/west direction. The traffic lanes are separated by solid double yellow lines. The south side of the roadway has an asphalt shoulder followed by dirt and a row of olive trees. The north side of the roadway has an asphalt shoulder followed by dirt and olive trees (See factual diagram for further).

13

**14 PARTIES**

15 Party #1 (P-1/Borokhovich) was located standing near V-1. P-1 was identified by his California Driver's License. P-1 was determined to be the driver of V-1 at the time of the collision by his own admission and passenger statement.

18

19 Vehicle #1 (V-1/Ferrari 800 Superfast) was located on the north shoulder up against an olive tree facing in a northwesterly direction. V-1 sustained major damage to its front end including its front bumper, hood, engine compartment and left front fender.

22

23 V-1's airbags deployed as a result of this collision. There was no complaint of seatbelt malfunction on V-1.

25

**26 PHYSICAL EVIDENCE**

27 The physical evidence consisted of damage to V-1, tire friction marks and damage to the olive tree.

29

PREPARED BY KIRK PAULSON	I.D. NUMBER 013434	DATE 11/04/2018	REVIEWER'S NAME V POMPLIANO 019659	DATE 11/07/2018
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STATE OF CALIFORNIA

**NARRATIVE/SUPPLEMENTAL**

PAGE 8 OF 9

DATE OF INCIDENT 11/04/2018	TIME 1440	NCIC NUMBER 9325	OFFICER I.D. 013434	NUMBER 9325-2018-01207
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**1 STATEMENTS**

2 P-1 (Borokhovich) related in essence that he was driving westbound Meadowood Lane at  
 3 approximately 25 MPH. As P-1 rounded a curve in the roadway, he observed an unknown car in  
 4 his lane. P-1 swerved to the right and into the dirt. P-1 lost control of V-1 and collided into the  
 5 tree. P-1 had no description of the other vehicle.

6

7 Passenger (Borokhovich) related in essence that he was the right front passenger seat of V-1.  
 8 Borokhovich related he was looking down at his phone when V-1 suddenly struck a tree.

9

10 Witness #1 (W-1/Perez) related in essence that he was working the front gate at the Meadowood  
 11 Resort. W-1 observed P-1 drive by in V-1 and exit the resort slowly. A few seconds later, W-1  
 12 heard V-1 accelerating rapidly followed by a loud crash. P-1 entered a vehicle and drove to the  
 13 collision scene. W-1 related that no other vehicles had driven past him from the time V-1 drove  
 14 past him until after he arrived on scene of the collision.

15

**16 OPINIONS AND CONCLUSIONS****17 SUMMARY**

18 P-1 (Borokhovich) was driving westbound Meadowood Lane at an undetermined speed in excess  
 19 of 25 MPH. P-1 entered a right hand curve in the roadway. For unknown reasons, P-1 lost  
 20 control of V-1 and crossed onto the north shoulder and struck an olive tree. V-1 came to rest with  
 21 its front end on top of the base of the olive tree facing in a northwesterly direction on the north  
 22 shoulder.

23

**24 AREA OF IMPACT (AOI)**

25 The AOI (V-1 vs olive tree) was 438 feet east of the east roadway prolongation of the Silverado  
 26 Trail and 10 feet 4 inches north of the north roadway edge of Meadowood Lane.

27

28

29

PREPARED BY KIRK PAULSON	ID. NUMBER 013434	DATE 11/04/2018	REVIEWER'S NAME V POMPLIANO 019659	DATE 11/07/2018
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STATE OF CALIFORNIA

**NARRATIVE/SUPPLEMENTAL****PAGE 9 OF 9**

DATE OF INCIDENT 11/04/2018	TIME 1440	NCIC NUMBER 9325	OFFICER I.D. 013434	NUMBER 9325-2018-01207
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**1 CAUSE**

2 P-1 (Borokhovich) was determined to be at fault for this collision by being in violation of section  
 3 22107 VC-(unsafe turning movement).  
 4 The Summary, AOI and Cause were based upon statements, vehicle damage and physical  
 5 evidence.

6

**7 RECOMMENDATIONS**

8 None

---

 PREPARED BY  
 KIRK PAULSON

 I.D. NUMBER  
 013434

 DATE  
 11/04/2018

 REVIEWER'S NAME  
 V POMPLIANO 019659

 DATE  
 11/07/2018

# **Exhibit E**



NJU00172947KC

### PROOF OF LOSS - AUTOMOBILE

Policy Number:	133742919	Insured:	Ferrari north America Inc.
Type of Loss:	Collision	Loss Date:	11/4/2018
Year:	2018	Make:	Ferrari
Model:	812 Superfast	VIN:	ZFF83CLA3J0234331

The above insured automobile at the time of the loss or damage belonged solely to: \*\*Ferrari North America \*\*, and no other person had any interest, sale contract, or otherwise.

At the time of this loss there was no other insurance on said automobile, except as follows: United States Fire Insurance Company.

The said automobile at the time of the loss or damage was being operated by: \*\* Permissive Driver\*\*.

The undersigned hereby assigns and transfers to the said Company each and all claims and demands against any other party, person persons, property or corporation, arising from or connected with such loss and damage and the said Company is hereby subrogated in the place of and to the extent of the amount paid by it as hereinafter provided, and the said Company is hereby authorized and empowered to sue, compromise, or settle in my/our name or otherwise to the extent of the money paid as aforesaid.

The said loss or damage did not originated by any act, design or procurement on my/our part nor on the part of anyone having interest in the property insured, or in the said policy of insurance; nor in consequence of any fraud or evil practice done or suffered by me/us and that no property saved has in any manner been concealed.

It is expressly understood and agreed that the furnishing of the "Proof of Loss" blank to the insured or assistance in making up this statement by an adjuster or any person otherwise an agent of the Company is an act of courtesy and is not a waive of any rights of said Company.



Page 2  
Claim #: NJU00172947KC

Cash Value	Sales Tax	Deductible Amount	Salvage	Net Loss
\$490,043.00	\$32,465.35	\$5,000.00	\$225,000.00	\$292,508.35**Net Loss**

The Company, is hereby authorized, requested, and empowered to pay as follows:

To:

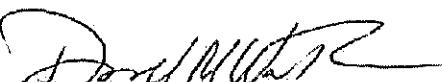
Ferrari North America

the sum of \$\$292,508.35

In full settlement and satisfaction for all loss and damage as set forth in the foregoing Proof of Loss.

In consideration of such payment said Company is hereby discharged and forever released from any and all further claim, demand or liability whatsoever for said loss and damage, under and/or by reason of said policy.

Subscribed and sworn to before me this 15<sup>th</sup> of May, 2019  
(day of the week) (month and date)

  
Signature of Policyholder David M. Winkler  
\*\*Policy Holder's Name\*\*

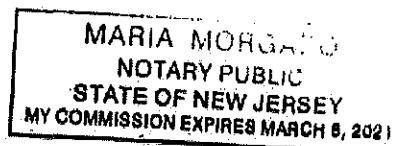
  
Signature of Owner  
(if different than Policy Holder)

State of: New Jersey

County of: Bergen

  
Signature of Notary Public

My Commission Expires on:



# **Exhibit F**



**CRUM & FORSTER®**  
A FAIRFAX COMPANY

UNITED STATES FIRE INSURANCE CO.

Morristown Claims  
305 Madison Ave. PO Box 1973  
Morristown NJ 07962-1973

05/17/2019  
Ferrari North America, Inc  
Attn: Mr. Jeff Grossbard  
250 Sylvan Ave  
Englewood Cliffs NJ 07632

Re: Insured Name: FERRARI NORTH AMERICA, INC. FERRARI FINANCIAL SERVICES, INC.  
Claim Number: NJU00172947  
Date Of Loss: 11/04/2018  
Payee Name: Ferrari North America, Inc  
Payment Amount: \$292,508.35

**PAYMENT ENCLOSED**

Dear Ferrari North America, Inc:

Enclosed is our check in the amount of \$292,508.35 made payable to Ferrari North America, Inc.

If you have any questions, feel free to contact me at your convenience at 877-622-6538.

Yours truly,

Kathi Clayton

## CERTIFICATE OF SERVICE

I, the undersigned, declare:

I am employed in the City and County of San Francisco. I am over the age of eighteen (18) and not a party to the within cause. My business address is 750 Battery Street, Suite 700, San Francisco, California, 94111.

On June 9, 2020, I served the attached document(s):

## **SECOND AMENDED COMPLAINT FOR:**

1. Breach of Contract
2. Breach of Contract
3. Negligence
4. Negligence

## **DEMAND FOR JURY TRIAL**

On the party(s) to this action by sending a true copy thereof, addressed as follows:

/ X / (BY ELECTRONIC SERVICE) The documents were served electronically via the Court's CM/ECF electronic filing system.

Michael D. Michel, Esq.  
Kate Morrow, Esq.  
Michel & Fackler  
2175 North California Boulevard, Suite 550  
Walnut Creek, California 94596  
mandflaw@michelandfackler.net  
**Attorneys for Defendant/Cross-Claimant**  
**Robb Report Media, LLC and Defendant**  
**Robb Douglas Rice**

Philip A. Segal  
Kern, Segal & Murray  
1388 Sutter Street, Suite 600  
San Francisco, CA 94109  
phil@kndslaw.com  
**Attorneys for Defendants/Cross-Defendants**  
**Anatoly Borokhovich and Emil Borokhovich**

I declare under penalty of perjury, under the laws of the United States, that the foregoing is true and correct. Executed on June 9, 2020, at San Francisco, California.

/s/ Joseph Ehrlich  
Joseph Ehrlich